

RECORDATION NO. 18740 - AA  
FILED

MAY 02 '11 -12 15 PM

**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
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SUITE 301  
WASHINGTON, DC  
20036

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May 2, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S W  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination and Release of Liens (CNW 1994-A), dated as of April 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the documents previously filed with the Commission and the Board under Recordation Number 18740.

The names and addresses of the parties to the enclosed document are:

Indenture Trustee: The Bank of New York Mellon Trust Company,  
N. A (successor  
to Harris Trust and Savings Bank)  
One Wall Street  
New York, NY 10286

Lessor/Owner  
Trustee. U.S. Bank National Association (successor to  
Shawmut Bank Connecticut, National  
Association)  
225 Franklin Street  
Boston, MA 02110

Chief  
Section of Administration  
May 2, 2011  
Page 2

Lessee: Union Pacific Railroad Company  
1416 Douglas Street  
Omaha, NE 68179-1580

Owner Participant: General Foods Credit Corporation  
800 Westchester Avenue  
Port Chester, NY 10573

A description of the railroad equipment covered by the enclosed document is:

65 GE Dash 9-44 CW locomotives: UP 9770 - UP 9804, UP 9806 - UP 9834 and CNW 8701.

A short summary of the document to appear in the index is:

Lease Termination and Release of Liens (CNW 1994-A).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. W. Alvord', with a long horizontal flourish extending to the right.

✓ Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 18740 - AA FILED

MAY 02 '11 -12 15 PM

SURFACE TRANSPORTATION BOARD

(CNW 1994-A)

LEASE TERMINATION  
AND  
RELEASE OF LIENS

Dated as of April 30, 2011

among

UNION PACIFIC RAILROAD COMPANY  
(successor to Chicago and North Western Transportation Company)

as Lessee

U.S. BANK NATIONAL ASSOCIATION  
(successor to Shawmut Bank Connecticut, National Association)  
(not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee)

as Lessor

GENERAL FOODS CREDIT CORPORATION

as Owner Participant

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N A  
(successor to Harris Trust and Savings Bank)  
(not in its individual capacity, except as expressly provided therein, but solely as trustee under the Indenture)

as Indenture Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBITS B-1 AND B-2 ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS LEASE TERMINATION AND RELEASE OF LIENS (this "Agreement"), dated as of April 30, 2011, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation (the "Lessee"), U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor"), GENERAL FOODS CREDIT CORPORATION, a Delaware corporation (the "Owner Participant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Harris Trust and Savings Bank), a national banking association, as Indenture Trustee (the "Indenture Trustee"). Capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A to the Lease as defined below

#### WITNESSETH

WHEREAS, (i) the Lessee, the Owner Trustee, the Owner Participant, and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1994-A) dated as of March 1, 1994 (as amended, supplemented and modified to date, the "Participation Agreement"); (ii) the Lessor and the Lessee have heretofore entered into a Lease Agreement (CNW 1994-A) dated as of March 1, 1994 (as amended, supplemented and modified to date, the "Lease"); and (iii) as a result of the October 30, 2007 refinancing of the leveraged lease financing of the CNW 1994-A railroad rolling stock, the Indenture Trustee and the Owner Trustee entered into a Trust Indenture and Security Agreement (CNW 1994-A) dated as of October 30, 2007 (as amended, supplemented and modified to date, the "Indenture"), which replaced the original Trust Indenture and Security Agreement (CNW 1994-A) dated as of March 1, 1994 between the Indenture Trustee and Owner Trustee;

WHEREAS, Section 19 of the Lease provides that upon the satisfaction of certain conditions specified therein, the Lessee shall have the right to purchase the Units subject to the Lease on the EBO Date (the "Early Buy-Out");

WHEREAS, the Lessee provided to the Lessor, the Owner Participant and the Indenture Trustee a notice dated November 1, 2010, that it has elected to exercise its Early Buy-Out, in accordance with Section 19 of the Lease, with respect to sixty-five (65) GE Dash 9-44 CW locomotives listed on Exhibit A hereto (the "EBO Equipment") on the EBO Date, and a copy of such notice is attached hereto as Exhibit C; and

WHEREAS, the parties hereto wish to set forth the terms upon which the Lessee shall make representations and payments required under Section 19 of the Lease.

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Lessee Representation. Lessee hereby represents to Lessor and the other parties hereto that on the EBO Date, no Lease Event of Default or Lease Default has occurred and is continuing.

2. Payments.

(a) Each party hereto agrees that Schedule 1 hereto sets forth the amount due with respect to the EBO Equipment on the EBO Date pursuant to Section 19 of the Lease (the "EBO Payment"). The parties acknowledge that all Basic Rent due and payable on the EBO Date is designated as Basic Rent payable in advance and therefore is not due and owing on the EBO Date.

(1) On the date hereof, Lessee shall pay an amount equal to \$57,305,231.60, which represents the EBO Payment, which shall be paid, at the direction of and on behalf of the Lessor and for the benefit of the Owner Participant with respect to the amount described in clause (2) below, to the Indenture Trustee in immediately available funds by wire transfer to the following account.

Account Name: The Bank of New York Mellon  
GLA No.: 111565  
TAS No.: 257522  
ABA No.: 021 000 018  
Reference: Union Pacific Series 2007-2

(2) The Indenture Trustee hereby agrees to pay an amount equal to \$30,683,896.68, which represents the EBO Payment minus the unpaid principal amount of the Equipment Notes with respect to the EBO Equipment plus accrued interest and Make-Whole Premium, as set forth on Schedule 2 hereto (the "Loan Payoff Amount"), at the direction of and on behalf of the Lessor, to the Owner Participant in immediately available funds by wire transfer to the following account:

Account Name: Philip Morris Capital Corp.  
Account No.: 3024-1278  
Bank Name: Citibank, N.A.  
Bank Location: New York, NY  
ABA No.: 021 000 089  
Reference: CNW 1994-A EBO

### 3 Termination and Transfer.

(a) The Lessor, the Owner Participant and the Indenture Trustee agree that upon receipt of all amounts due under paragraph 2 of this Agreement, (a) any and all Liens under the Indenture shall be released and canceled, and the Indenture shall terminate and be of no further force or effect, (b) the Lease shall be terminated and canceled, and Basic Rent shall cease to accrue as of the EBO Date, and (c) the Amended and Restated Trust Agreement (CNW 1994-A) dated as of October 30, 2007 (the "Trust Agreement") and the Trust created therein shall be terminated and cancelled, provided that Sections 5.03 and 7.01 of the Trust Agreement shall survive such termination.

(b) The Lessee agrees that nothing contained herein shall prejudice the rights of the parties hereto which are intended to survive the termination of the Lease, including any rights of Indemnified Persons to indemnification thereunder (including, without limitation, the rights of such parties under Section 7 of the Participation Agreement and the Tax Indemnity Agreement).

(c) Upon payment of all amounts due under paragraph 2 of this Agreement, the Lessor shall convey the EBO Equipment to the Lessee by bill of sale in the form attached to this Agreement as Exhibit D (the "Bill of Sale")

4. Instruction and Representation to Owner Trustee. By its signature below, the Owner Participant hereby (a) instructs the Owner Trustee to enter into and execute this Agreement, the Bill of Sale and any other document it shall request relating to the Early Buy-Out, (b) agrees to indemnify the Owner Trustee in accordance with Sections 5.03 and 7.01 of the Trust Agreement and (c) represents and warrants to the Owner Trustee that there are no Lessor's Liens on the EBO Equipment attributable to the Owner Participant

5. Entire Agreement. This Agreement, together with all related documents, represents the final agreement between the parties with respect to the Early Buy-Out described herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

6. Certain Assurances Each party hereto shall, at the Lessee's expense, do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as the Owner Trustee or the Owner Participant shall reasonably require for accomplishing the purposes of and carrying out obligations of such party under this Agreement and the other Operative Agreements

7. Fees and Expenses. All reasonable and documented fees and expenses (including reasonable legal fees) incurred by the Lessor, the Owner Participant and the Indenture Trustee in connection with the negotiation, execution and delivery of this Agreement and giving effect to the terminations, transfers and releases contemplated hereby and thereby shall be paid by the Lessee promptly following submission of proper invoices therefor.

8. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

9 Filings. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibits B-1 and B-2 attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the EBO Equipment described on Exhibit A hereto

10. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11. Trustee Limitation of Liability. It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Lessor and Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Lessor is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Lessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Lessor hereunder, except as set forth in the Operative Agreements.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By:   
Name: Gary W. Grosz  
Title: Assistant Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name: Gary W. Grosz  
Title: Assistant Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By:   
Name: Mark A. Forgetta  
Title: Vice President

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name: Gary W. Grosz  
Title: Assistant Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By:  \_\_\_\_\_  
Name: Alex T. Russo  
Title: Vice President

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

By: \_\_\_\_\_  
Name: Gary W. Grosz  
Title: Assistant Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity except as otherwise expressly  
provided, but solely as Lessor and Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

GENERAL FOODS CREDIT CORPORATION,  
as Owner Participant

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Indenture Trustee

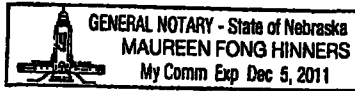
By:  \_\_\_\_\_  
Name: D. G. Donovan  
Title: Vice President

State of Nebraska     )  
                                  )  
County of Douglas    )       ss

On this 29th day of April, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_



Maureen Fong Hinners  
Notary Public

State of Connecticut   )  
                                  )  
County of Hartford    )       ss

On this \_\_\_\_\_ day of April, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of Illinois       )  
                                  )  
County of Cook        )       ss

On this \_\_\_\_\_ day of April, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of Nebraska )  
 ) ss  
County of Douglas )

On this \_\_\_\_ day of April, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of **UNION PACIFIC RAILROAD COMPANY** (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of Connecticut )  
 ) ss  
County of Hartford )

On this 29<sup>th</sup> day of April, 2011, before me, a notary public, personally appeared Mark A. Forgetta, to me personally known, who being by me duly sworn says that he is the Vice President of **U.S. BANK NATIONAL ASSOCIATION** (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_  
KAREN R. FELT  
Notary Public, State of Connecticut  
My Commission Expires Feb. 28, 2014

Karen R. Felt  
Notary Public

State of Illinois )  
 ) ss  
County of Cook )

On this \_\_\_\_ day of April, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

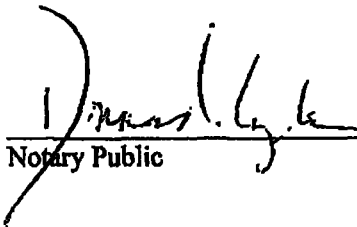
\_\_\_\_\_  
Notary Public

State of Connecticut )  
 ) ss  
County of Fairfield )

On this 29<sup>th</sup> day of April, 2011, before me, a notary public, personally appeared Alex T. Russo, to me personally known, who being by me duly sworn says that he is a Vice President of **GENERAL FOODS CREDIT CORPORATION** and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notary Seal)

My Commission Expires: May 31, 2011

  
\_\_\_\_\_  
Notary Public

Donna N. Lyde  
A Notary Public of Connecticut  
Commission Expires May 31, 2011

State of Nebraska     )  
                                  )  
County of Douglas    )       ss

On this \_\_\_\_ day of April, 2011, before me, a notary public, personally appeared Gary W. Grosz, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

State of Connecticut   )  
                                  )  
County of Hartford    )       ss

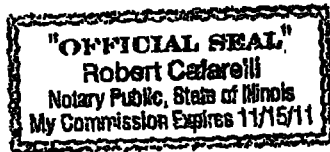
On this \_\_\_\_ day of April, 2011, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association) and that said instrument was executed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(Notarial Seal)

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

State of Illinois       )  
                                  )  
County of Cook        )       ss

On this 28th day of April, 2011, before me, a notary public, personally appeared D. G. DONOVAN, to me personally known, who being by me duly sworn says that he is the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(Notarial Seal)

My Commission Expires: 11-15-11 Notary Public [Signature]

**Exhibit A**

**SCHEDULE OF EQUIPMENT**

<b><u>Description</u></b>	GE Dash 9-44 CW locomotives
<b><u>Mark</u></b>	UP 9770 – UP 9804, inclusive; UP 9806 – UP 9834, inclusive; and CNW 8701
<b><u>Total Units:</u></b>	65

**Exhibit B-1**

**ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

<b><u>Description</u></b>	<b><u>Filing Date</u></b>	<b><u>Recordation Number</u></b>
Lease of Railroad Equipment (CNW 1994-A) dated as of March 1, 1994, between Chicago and North Western Transportation Company, as Lessee, and Shawmut Bank Connecticut, N.A., as Lessor	March 24, 1994	18740
Trust Indenture and Security Agreement (CNW 1994-A) dated as of March 1, 1994, between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	March 24, 1994	18740-A
Lease Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Transportation Company, as Lessee	April 28, 1994	18740-B
Indenture Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	April 28, 1994	18740-C
Notice of Name Change of Chicago and North Western Transportation Company to Chicago and North Western Railway Company, effective May 6, 1994	May 23, 1994	18740-D
Lease Supplement (CNW 1994-A) No. 2 dated as of June 8, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	June 7, 1994	18740-E
Indenture Supplement (CNW 1994-A) No. 2 dated as of June 8, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	June 7, 1994	18740-F
Lease Supplement (CNW 1994-A) No. 3 dated as of June 15, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	June 14, 1994	18740-G
Indenture Supplement (CNW 1994-A) No. 3 dated as of June 15, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	June 14, 1994	18740-H
Amendment No. 1 (CNW 1994-A), dated April 5, 1995, to Lease Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	April 4, 1995	18740-I
Amendment No. 1 (CNW 1994-A), dated April 5, 1995, to Indenture Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	April 4, 1995	18740-J
Notice of Merger of Chicago and North Western Railway Company into Union Pacific Railroad Company, effective October 1, 1995	November 6, 1995	18740-K

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Notice of Name Change of Shawmut Bank Connecticut, N.A. to Fleet National Bank of Connecticut, effective December 1, 1995	February 16, 1996	18740-L
Notice of Name Change of Fleet National Bank of Connecticut to Fleet National Bank, effective April 1, 1996	August 21, 1996	18740-M
Acknowledgment of Succession between Fleet National Bank, as Owner Trustee, and State Street Bank and Trust Company, as Successor Owner Trustee	May 19, 2000	18740-N
Statement of Change in Reporting Marks and/or Road Numbers, filed by Union Pacific Railroad Company	September 11, 2002	18740-O
Statement of Change in Reporting Marks and/or Road Numbers, filed by Union Pacific Railroad Company	September 17, 2002	18740-P
Statement of Change in Reporting Marks and/or Road Numbers, filed by Union Pacific Railroad Company	May 8, 2003	18740-Q
Statement of Change in Reporting Marks and/or Road Numbers, filed by Union Pacific Railroad Company	June 11, 2003	18740-R
Statement of Change in Reporting Marks and/or Road Numbers, filed by Union Pacific Railroad Company	September 7, 2004	18740-S
Notice of Succession of Trusteeship from State Street Bank and Trust Company to U S. Bank National Association, effective January 1, 2003	September 22, 2004	18740-T
Memorandum of Amended and Restated Equipment Description (CNW 1994-A) effective October 30, 2007, filed by Union Pacific Railroad Company, as Lessee, and U.S. Bank National Association, as Lessor	October 26, 2007	18740-U
Memorandum of Trust Indenture and Security Agreement (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18740-V
Memorandum of Trust Indenture Supplement No. 1 (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18740-W
Memorandum of Lease Assignment (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18740-X
Termination of Trust Indenture and Security Agreement dated March 1, 1994, effective October 30, 2007	October 30, 2007	18740-Y
Statement of Change in Reporting Marks and Road Numbers, dated October 2, 2008	October 3, 2008	18740-Z

**Exhibit B-2**

**ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS**

<b><u>Description</u></b>	<b><u>Deposit Date</u></b>	<b><u>Document Key No.</u></b>
Lease of Railroad Equipment (CNW 1994-A) dated as of March 1, 1994, between Chicago and North Western Transportation Company, as Lessee, and Shawmut Bank Connecticut, N.A., as Lessor	March 23, 1994	4733
Trust Indenture and Security Agreement (CNW 1994-A) dated as of March 1, 1994, between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	March 23, 1994	4734
Lease Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Transportation Company, as Lessee	April 28, 1994	4724
Indenture Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	April 28, 1994	4725
Lease Supplement (CNW 1994-A) No. 2 dated as of June 8, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	June 8, 1994	4607
Indenture Supplement (CNW 1994-A) No. 2 dated as of June 8, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	June 8, 1994	4608
Lease Supplement (CNW 1994-A) No. 3 dated as of June 15, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	June 14, 1994	4609
Indenture Supplement (CNW 1994-A) No. 3 dated as of June 15, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	June 14, 1994	4610
Amendment No. 1 (CNW 1994-A), dated April 5, 1995, to Lease Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Lessor, and Chicago and North Western Railway Company (f/k/a Chicago and North Western Transportation Company), as Lessee	April 4, 1995	4597
Amendment No. 1 (CNW 1994-A), dated April 5, 1995, to Indenture Supplement (CNW 1994-A) No. 1 dated as of May 2, 1994 between Shawmut Bank Connecticut, N.A., as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee	April 4, 1995	4598
Memoirandum of Amended and Restated Equipment Description (CNW 1994-A) effective October 30, 2007, filed by Union Pacific Railroad Company, as Lessee, and U.S. Bank National Association, as Lessor	October 26, 2007	18896

<u>Description</u>	<u>Deposit Date</u>	<u>Document Key No.</u>
Memorandum of Trust Indenture and Security Agreement (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18897
Memorandum of Trust Indenture Supplement No 1 (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18898
Memorandum of Lease Assignment (CNW 1994-A) effective October 30, 2007, between U.S. Bank National Association, as Owner Trustee, and BNY Midwest Trust Company, N.A., as Indenture Trustee	October 26, 2007	18899
Termination of Trust Indenture and Security Agreement dated March 1, 1994, effective October 30, 2007	October 30, 2007	18911

**Exhibit C**

**NOTICE**



November 1, 2010

VIA E-MAIL TO:

OWNER TRUSTEE

U.S. Bank National Association  
225 Asylum Street  
Hartford, CT 06103

Attn: Mark Forgetta

WITH COPY TO:

OWNER PARTICIPANT

General Foods Credit Corporation  
c/o Philip Morris Capital Corporation  
225 High Ridge Road, Suite 300W  
Stamford, CT 06905

Attn: Vice President, Asset & Portfolio Management

INDENTURE TRUSTEE

Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street, Suite 1020  
Chicago, IL 60602

Attn: Corporate Trust Administration

Re: Notice of Intent to Purchase Equipment under Lease of Railroad Equipment  
CNW 1994-A, dated as of March 1, 1994

Dear Mr. Forgetta.

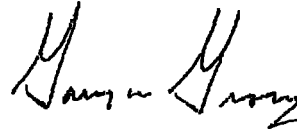
Reference is made to that certain Lease of Railroad Equipment (CNW 1994-A), dated as of March 1, 1994, between Union Pacific Railroad Company (as successor to Chicago and North Western Transportation Company), as Lessee, and U.S. Bank, National Association (as successor to Shawmut Bank Connecticut, N A ), as Lessor (as supplemented, modified and amended to date, the "Lease"). (Capitalized terms not defined herein shall have the meaning given them in the Lease.)

This letter shall serve as notice pursuant to Section 19 of the Lease that the Lessee will purchase on April 30, 2011 the locomotives (the "Equipment") described below Pursuant to Section 19 of the Lease Agreement, the purchase price for the Equipment is \$54,863,342.90, plus any applicable make-whole payment.

<u>Equipment Description</u>	<u>Quantity</u>	<u>Mark</u>
GE Dash 9-44 CW locomotives	65	UP 9770 - UP 9804, UP 9806 - UP 9834; CNW 8701

In connection with the exercise of the purchase option, the Lessee requests that the Indenture Trustee provide notice of prepayment of the Equipment Notes to all Holders of the Equipment Notes to be prepaid pursuant to Section 2.09 of the Trust Indenture and Security Agreement (CNW 1994-A), dated as of October 30, 2007.

Respectfully,  
UNION PACIFIC RAILROAD COMPANY,  
as Lessee

A handwritten signature in black ink, appearing to read "Gary W. Grosz", written in a cursive style.

Gary W. Grosz  
Assistant Treasurer

**Exhibit D**

**BILL OF SALE  
(CNW 1994-A)**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned, U.S. BANK NATIONAL ASSOCIATION, (successor to Shawmut Bank Connecticut, National Association) a national banking association, not in its individual capacity but solely as Owner Trustee, as seller (the "Seller"), is the owner of legal title to those certain GE Dash 9-44 CW locomotives more fully described on Exhibit A hereto (the "Items of Equipment");

THAT for and in consideration of the payment by UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation, as buyer (the "Buyer"), of all amounts owed pursuant to Section 19 of the Lease with respect to the Items of Equipment in accordance with Section 19 of the Lease, the Seller does on this 30th day of April, 2011 grant, convey, transfer, bargain and sell, deliver and set over all of its right, title to and interest in the Items of Equipment unto the Buyer on an "as-is, where-is" basis without recourse or warranty of any kind or nature except as expressly stated herein;

THAT the Seller hereby warrants to the Buyer, that the Items of Equipment are free and clear of all Lessor's Liens,

THAT it is expressly understood and agreed that (a) this Bill of Sale is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Seller is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Seller hereunder, except as set forth in the Operative Agreements; and

THAT capitalized terms used herein shall, unless defined herein, have the respective meanings set forth in Appendix A to the Lease (CNW 1994-A) dated as of March 1, 1994 (as amended, supplemented and modified to date), between the Buyer and the Seller.

**THIS BILL OF SALE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of April 30, 2011.

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1

EBO Payment

EBO Amount	\$54,863,342.88
Make-Whole Premium	2,441,888.72
Basic Rent	0.00
Other Supplemental Rent	<u>0.00</u>
EBO Payment	<u>\$57,305,231.60</u>

**Schedule 2**

**Loan Payoff Amount**

EBO Equipment Unpaid Principal	\$23,514,000.00
EBO Equipment Accrued Interest	\$665,446.20
Make-Whole Premium	<u>\$2,441,888.72</u>
Loan Payoff Amount	<u>\$26,621,334.92</u>

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/2/11



\_\_\_\_\_  
Robert W. Alvord